

# Vortex™ Solar Collector TEN YEAR WARRANTY

Pool Heating Distributors (PhD) warrants to the owner the Vortex™ swimming pool solar collectors manufactured by it to be free from defects in material and workmanship, subject to the following conditions and exclusions:

## 1. Term of Warranty

- a) If any solar collector should be found to be defective due to faulty material, workmanship or freeze damage<sup>1</sup>, PHD will replace such collectors for a period of ten (10) years from the date of installation.
- b) The sole obligation of PHD under this warranty is expressly limited to replacement of defective collector.
- c) This warranty applies to the original Purchaser.

## 2. No Warranty of Performance

- a) PHD makes no warranty as to the performance of its solar collectors or system as to any particular temperature or level to which the water will be heated.
- b) Performance depends upon the amount and intensity of sunlight and other variable factors which are impossible to predict and which cannot be controlled.

## 3. Exclusions - The warranty does not apply to the following conditions or circumstances:

- a) To conditions resulting from failure to provide reasonable and necessary maintenance.
- b) To conditions resulting from repair or alteration by anyone other than PHD or a person duly authorized by PHD to do such repair or alteration.

## 5. Miscellaneous Provisions

- a) The disclaimer and warranty agreement is expressed in lieu of any and all representations and warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose whether arising from statute, common law, custom or otherwise. The remedies set forth in this disclaimer and warranty agreement shall be the exclusive remedies available to any person. No person has any authority to bind PHD to any representation or warranty other than this disclaimer and warranty agreement. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.
- b) PHD shall not be liable for any direct, consequential or special damages resulting from the use of these products or caused by any defect, failure or malfunction of the product whether a claim for such damage is based upon warranty, contract, negligence or otherwise. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- c) Reduced Statute of Limitations: The period of limitations for any cause of action arising out of, based upon, or relating to defects in the product purchased hereunder, is hereby reduced to and shall be for a period of one (1) year after such cause of action occurs.
- d) Other Rights: This warranty gives the Purchaser specific legal rights, however, the Purchaser may have other rights which vary from state to state.
- e) This warranty constitutes a final written expression of all terms of warranty agreement and is a complete and exclusive statement of those terms.
- f) Effective June 27, 2002. Supersedes all previous warranties.

<sup>1</sup> Freeze Damage inclusion only for installations between Latitudes 31N & 31S; installations outside this area must be drained or otherwise protected against freezing conditions and are not covered for freeze damage by this warranty.

- c) To conditions resulting from misuse, neglect or accident, or which results from acts of God except as otherwise explicitly covered by such warranty.

- d) To conditions not involving defects in material or workmanship except as otherwise explicitly covered by such warranty.

## 4. Warranty Service

- a) In the event a problem should arise with a product covered by this warranty, the Purchaser should notify PHD's authorized Dealer located in his area or call our main office in Bradenton Florida.
- b) The buyer must provide proof of purchase by sending in the warranty registration card or copy of original contract.

- c) After receiving such notification, the defective collector must be inspected by an Authorized Dealer and/or returned to the PhD for verification of warranty coverage, at which time PHD will authorize and ship a replacement collector. The Authorized Dealer may, at its option, replace the defective collector out of stock and then forward the defective collector for verification and replacement or credit.

Vortex™ is a registered trademark of

**Pool Heating Distributors**

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